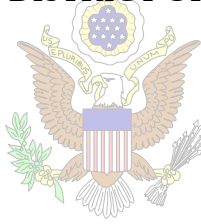


UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

LAWRENCE K. BAERMAN  
Clerk

JOHN M. DOMURAD  
Chief Deputy

DAN MCALLISTER  
Chief Deputy



James M. Hanley Federal Building  
P.O. Box 7367, 100 S. Clinton St.  
Syracuse, New York 13261-7367  
(315) 234-8500

*Request for Quotation*

RFQ Number: USDC-SYR-7-1-11- PARK

Request Date: July 1, 2011

To: Prospective Parking Vendors  
Attn: Sales  
Syracuse, NY 13202

Special Notes: This is a request for **Open Market Pricing**.

Quotes may be faxed or e-mailed to the below listed address on or before **Monday, July 18, 2011, 5:00 p.m. eastern standard time**.

However, hand carried or mailed quotes are to be delivered by the same time at US District Court 100 S. Clinton St. 7<sup>th</sup> Floor, Syracuse, NY 13261 to Sunday Heuser, Contracting Officer. Submit a quote according specifics to the statement of work attached. Use may use the attached quote sheet for a price quotation broken down by task with any supporting documentation for the price attached or you may submit your own format as long as the pertinent information is provided in your quotation.

A fixed price award from this RFQ will be made based on the following criteria: Lowest, technically acceptable price.

Quotes and questions concerning this RFQ should be addressed to Sunday Heuser at the U.S. District Court 100 S. Clinton St. PO Box 7367, Syracuse, NY 13261, Telephone number: 315-234-8506, fax number: 315-234-8654 or by email at [sunday\\_heuser@nynd.uscourts.gov](mailto:sunday_heuser@nynd.uscourts.gov).

The **Delivery Address** for this purchase will be: U.S. District Court 100 S. Clinton St. 7<sup>th</sup> Floor, Syracuse, NY 13261.

Sincerely,

Contracting Officer  
Attachment

Quote Sheet for RFQ Number: USDC-SYR-7-1-11-PARK

The vendor shall provide a quote spreadsheet substantially similar to the one provided here - you may provide your own format as long as all information is included:

Quote Sheet for RFQ Number: USDC-SYR-7-1-11-PARK

Item No.	Short Description	Detailed Product Specification or Product Description	Quote Cost	Extended Price
1	15 to 17 Daily Parking spaces for Court Staff	Parking will be on Monday through Friday and during regular garage or open lot hours		
2				
3				
10	Total	Grand total not needed for this project - evaluation will be based on per item costs.		N/A

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Phone / Fax

\_\_\_\_\_  
Vendor Street Address

\_\_\_\_\_  
Vendor City, State, and Zip Code

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name of Authorized Signature

\_\_\_\_\_  
Authorized Person Email Address

\_\_\_\_\_  
Quotation Expiration Date

\_\_\_\_\_  
Tax ID Number

## 1.0 Background

The U.S. District Court for the Northern District of New York annually provides employee parking to approximately 15 to 17 individuals on a yearly basis contingent on the availability of funding provided to the Court.

Upon failure to receive appropriate funding to pay for this service, the Court still seeks to work with the local parking vendor to provide affordable parking costs in which the Court employee would be responsible for paying each month, if so desired by the employee.

Therefore, the United States District Court for the Northern District of New York seeks to review the quotations of vendors to provide approximately 15 to 17 parking spaces for Court employees over a three year period beginning on August 1, 2011 through July 31, 2014.

## 2.0 Statement of Work:

The contractor shall provide approximately 15 to 17 safe and secure parking spaces within their parking facility or parking lot for Court employees to park their automobiles during the work week.

Parking facilities must be available Monday through Friday, 6 a.m. to 8 p.m.

Overnight and weekend parking are not included in this contract.

Jury parking is not included in this contract.

The Court currently has a need for approximately 15 to 17 parking spaces per month. Fluctuation of this number is dependent on the size of the Court Staff which can change due to the hiring of additional staff, retirement of staff and health-related issues of staff.

- If a change is needed by the Court to increase or decrease the required parking, the contractor will be notified in writing via email or by mail the change which would be effective the 1<sup>st</sup> day of the next month.

This contract will run from August 1, 2011 to July 31, 2014. If at any time the Court will be unable to fund this contract during this time period, a 60 day written notice will be provided to the contractor. The Court is requesting that the Court employee be extended the same established rate under this contract, however, the Court employee will be responsible for the monthly payment directly to the contractor by the 5<sup>th</sup> of each month.

As contracted and funded with the Court, the contractor will be required to submit a monthly billing invoice to the contracting officer for review, approval and payment. Discrepancies in any invoicing will be brought to the attention of the contractor immediately for resolution.

Price increase or decrease by the Contractor must be made in writing to the Court's Contracting Officer at least 60 days prior to the date of the price change for approval. The Court has the right to terminate this contract at any time due to a change in pricing by the Contractor.

The terms of this Request for Quote will serve as the basis for the contract, if awarded, between the U.S. District Court and the contractor for the time period specified. Any changes to this Request for Quote and/or the Contract must be in writing and agreed upon by both parties.

3.0 Project Goal:

To provide affordable parking for approximately 15 to 17 Court employees within a reasonable distance from the Courthouse and at an affordable price.

4.0 Description of Deliverables

The contractor shall provide the appropriate number of parking spaces at their parking facility or parking lot which shall remain free of any hazards, safe and secure.

Billing invoices should be submitted on a monthly basis to the Contracting Officer for payment review and consideration.

5.0 Schedule for Performance and Delivery/Milestone Schedules

The performance period for this contract is from August 1, 2011 to July 31, 2014 unless terminated in writing by either party prior to these dates.

6.0 Review Period for Deliverable(s)

Parking spaces shall be made available during the normal business hours of 6 a.m. to 8 p.m. - Monday through Friday. If for any reason, parking will not be available, the Contractor will notify the Court's Contracting Officer at least 48 hours in advance and the Court will not be charged for those parking spaces on those days.

Billing discrepancies will be reviewed and resolved by the Contractor within 7 business days of being notified by the Court of the error.

In regards to Federal Court holidays, the Court will pay the regular monthly rate and will not request a reduction in costs by the Contractor for those days.

7.0 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

Parking spaces must be safe, secure and free of hazards to be acceptable to the Court.

Billing invoices must be received on a monthly basis to be acceptable to the Court.

8.0 LOCATION(S) FOR PERFORMANCE:

Parking facilities or parking lot must be within a 3 block radius of the James Hanley Federal Building, 100 S. Clinton St. Syracuse, NY 13261

9.0 GOVERNMENT FURNISHED PROPERTY

None

## 10.0 CONTRACTOR FURNISHED MATERIAL

Safe, secure and hazard free parking spaces

### PURCHASE ORDER TERMS AND CONDITIONS

#### Provisions and Clauses

1) **Clause B-5 Clauses Incorporated by Reference (SEP 2010)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

2) **The following clauses are included by reference:**

**Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2011)**

3) **Incorporation of Department of Labor Wage Rate Determination**

*Not Applicable*

4) **Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)**

(a) *Definitions.* "Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN):* \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required, because:

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
  
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per 26 CFR 1.6049-4;
- ☐ other \_\_\_\_\_.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐, is not, ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected, then one sub-type is required)
  - ☐ Black American
  - ☐ Hispanic American
  - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
  - ☐ Individual/concern, other than one of the preceding.